

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Call-Off Terms
Schedule 5.6 (Records Management)

Primary Care Support Services Call-Off Terms

Schedule 5.6

Records Management

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Call-Off Terms
Schedule 5.6 (Records Management)

1. Reports

1.1 The Customer may require any or all of the following reports:

- 1.1.1 delay reports;
- 1.1.2 reports relating to Testing and tests carried out under Schedule 2.5 (Security Management) and Schedule 5.7 (Business Continuity and Disaster Recovery);
- 1.1.3 reports which the Supplier is required to supply as Information;
- 1.1.4 annual reports on the Insurances;
- 1.1.5 security reports; and
- 1.1.6 Force Majeure Event reports.

2. Records

2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex I.A.1 (together "**Call-Off Records**"):

- 2.1.1 in accordance with the requirements of the Public Records Office (PRO) and Good Industry Practice;
- 2.1.2 in chronological order;
- 2.1.3 in a form that is capable of audit; and
- 2.1.4 at its own expense.

2.2 The Supplier shall make the Call-Off Records available for inspection to the Customer on request, subject to the Customer giving reasonable notice.

2.3 Where Call-Off Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Customer.

2.4 The Supplier shall, during the Term and a period of at least seven (7) years following the expiry or termination of this Call-Off Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Call-Off Records.

2.5 Call-Off Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven (7) years after the expiry or termination

PCSS Call-Off Terms
Schedule 5.6 (Records Management)

of this Call-Off Agreement.

- 2.6 Without prejudice to the foregoing, the Supplier shall provide the Customer as soon as practicable following the end of the relevant accounting reference period (and in any event no later than one hundred and thirty (130) Working Days after the end of such accounting reference period of the Supplier (part or all of which falls during the Term)), the Guarantor's and Supplier's audited accounts and, if applicable, the consolidated audited accounts of the Guarantor and Supplier in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders ("**Annual Financial Statements**").

PCSS Call-Off Terms
Schedule 5.6 (Records Management)

ANNEX 1

Records to be kept by the Supplier

The records to be kept by the Supplier are:

1. This Call-Off Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Call-Off Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any Expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Customer Representative in connection with the provision of the Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Customer of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a Change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records including audited accounts of the Supplier and Guarantor.

PCSS Call-Off Terms
Schedule 5.6 (Records Management)

15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under this Call-Off Agreement and any claims made in respect of them.
17. All journals and audit trail data referred to in Schedule 2.5 (Security Management) to the Call-Off Terms.
18. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Call-Off Agreement.
19. Such records and reports as are required to be generated and maintained by the Supplier as referenced in the Information Governance Operational Protocol.